



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

75 Hawthorne Street
San Francisco, CA 94105

September 3, 2002

GENERAL NOTICE OF POTENTIAL LIABILITY
TOLLING AGREEMENT
INFORMATION REQUEST
URGENT LEGAL MATTER - PROMPT REPLY REQUESTED
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Lafarge North America
Philippe Rollier, President and CEO
12950 Worldgate Drive
Suite 600
Herndon, Virginia 20170

SUBJ: Grey Eagle Mine Superfund Site, Siskyou County, California

Dear Mr. Rollier:

Pursuant to the authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA), 42 U.S.C. §§ 9601, *et seq.*, the United States Environmental Protection Agency (EPA) has determined that there was a release or substantial threat of a release of hazardous substances, as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), from the Grey Eagle Mine Superfund Site (Site). The purpose of this letter is to notify Lafarge North America (Lafarge) of its potential liability, as defined by Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), it may have incurred with respect to the Site and to request information regarding the Site pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e).

Site Background

The Site is located in the Klamath Mountains, five miles north of the town of Happy Camp, in Siskyou County, California. Exploration and mining activities began at the Site as early as 1895. Throughout the twentieth century, operations at the facility included the mining for copper, silver and gold. Ores from these operations were milled and then the tailings and waste rocks were pumped to the tailing disposal area at the mouth of Luther Gulch, along Indian Creek. The mill tailings contain high levels of hazardous substances including arsenic, chromium, copper, nickel and zinc. Rainwater leaching through the tailings piles caused the discharge acid mine drainage and heavy metals into Indian Creek, a tributary of the Klamath River.

At the request of the United States Forest Service and the Karuk Tribe, an affected community adjacent to and downstream from the Site, EPA performed Site Assessments (SAs) in June 1996 and August 1998. Data collected during the SAs indicated conditions that the tailings pile were rapidly oxidizing and creating a highly acidic environment. A water sample of the leachate stream adjacent to the tailing piles had a pH of 3.1. Soils sampled from the tailings had a rinsate pH value ranging from 2.8 to 4.5. The water percolating through the piles were transporting and depositing metals into and downstream within Indian Creek. Release of heavy metals and highly acidic conditions posed a threat to

local ecosystems and native species. Further, the meandering of Indian Creek was undercutting the bank along the tailings pile wall. Eventually, this migration would lead to a major release of tailings into the creek. On September 8, 1998, EPA's Emergency Response Office determined that a time critical removal action was necessary to address the immediate threat presented by the hazardous substances at the Site. The resulting response action included consolidation of mine tailings, re-grading and adjusting the slope of the tailings surface, installing rip-rap at the base of the tailings pile near Indian Creek to prevent erosion, and capping, backfilling and seeding the surface of the tailings pile. The Site has not been placed on the National Priorities List.

Notice of Potential Liability

As the Site Background details, EPA has documented the release of hazardous substances, pollutants, or contaminants at the Site. EPA has spent public funds on actions to investigate and control such releases at the Site. Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), potentially responsible parties (PRPs) may be held liable for all costs incurred by the United States Government (including interest) in responding to any release or threatened release of hazardous substances at the Site. Such costs may include, but are not limited to, expenditures for investigations, planning, response, enforcement activities, oversight of response actions that are performed by parties other than EPA or its contractors, and operation and maintenance of monitoring systems. PRPs under CERCLA include current and former owners or operators of the Site, persons who arranged for treatment and/or disposal of hazardous substances found at the Site, and persons who accepted hazardous substances for transport and selected the Site to which the hazardous substances were delivered.

EPA has evaluated evidence in connection with its investigations and determined that Lafarge was an operator of the facility during the time of disposal and releases of hazardous substances at the Site. Specifically, Lafarge's predecessor, Standard Slag Company, leased and operated the Site from 1967 through 1968. These operations may have caused the disposal and subsequent release of hazardous substances. As an operator of the Site during the time of disposal of hazardous substances at the Site, Lafarge may be a PRP under Section 107(a) of CERCLA.

The approximate total response costs incurred identified through January 11, 2002, for the Site are \$2,570,743.75. This statement of expenditures is preliminary, and does not limit EPA from providing a revised figure if additional costs are identified. A summary of these costs is enclosed as Attachment A. EPA is providing the names and addresses of the other PRPs receiving a notice letter in Attachment B. Inclusion or exclusion from this group does not constitute a final determination by EPA concerning the liability of any party for the release or threat of release of hazardous substances and/or pollutants or contaminants at the Site. While liability under CERCLA is joint and several, PRPs may allocate among themselves the costs to be paid to EPA.

If you desire to discuss this matter with EPA, please contact Thanne Cox, Assistant Regional Counsel, no later than thirty (30) calendar days of receipt of this letter. Ms. Cox may be contacted by telephone at the number provided at the end of this letter or by email at cox.elizabeth@epa.gov.

Tolling Agreement

EPA is contemplating referring this matter to the United States Department of Justice. However, in order to conduct further investigations and allow time for settlement negotiations with EPA to resolve this matter without the threat of litigation, we request that Lafarge consider entering into a Tolling Agreement with the United States. A Tolling Agreement is attached for your review. (See Attachment C). If Lafarge wishes to enter into this Tolling Agreement please sign and return the attached agreement to Thanne Cox, Assistant Regional Counsel, no later than seven (7) calendar

days after receipt of this letter. If you fail to return the signed tolling agreement, EPA will conclude that Lafarge has declined to negotiate with the United States to resolve their liability. The United States may then pursue civil litigation against Lafarge pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a).

Request for Information

Pursuant to the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9604, as amended, and Section 3007 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6927, you or a representative of your company are hereby requested to respond to the Information Request set forth in Attachment D hereto on behalf of Lafarge.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within twenty (20) days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, as amended, and/or Section 3008 of RCRA. Each of these statutes permits EPA to seek the imposition of penalties of up to twenty-seven thousand five hundred dollars (\$27,500) for each day of continued non-compliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations to the Information Request may subject you to criminal penalties under 18 U.S.C. § 1001 or Section 3008(d) of RCRA, 42 U.S.C. § 6928(d).

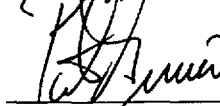
This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, et seq.

Your response to this Information Request on behalf of Lafarge should be mailed to:

Thanne Cox
U.S. Environmental Protection Agency Region 9
Mail Code ORC-3
75 Hawthorne Street
San Francisco, California 94105

If you need further information, please direct your questions to Thanne Cox, Assistant Regional Counsel, at (415) 972-3908 or cox.elizabeth@epa.gov. Thank you for your attention in this matter.

Sincerely,



Peter Guria, Chief
Emergency Response Office

Enclosures: A. Cost Documentation
 B. List of Potentially Responsible Parties
 C. Tolling Agreement
 D. Information Request

ATTACHMENT A

Cost Documentation

Itemized Cost Summary

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

REGIONAL PAYROLL COSTS	\$32,342.37
EPA INDIRECT COSTS	\$669,236.80
REGIONAL TRAVEL COSTS	\$11,586.56
EMERGENCY RAPID RESPONSE SERVICES (ERRS)	
CET ENVIRONMENTAL SERVICES, INC. (68-W7-0016)	\$1,710,538.65
ENFORCEMENT SUPPORT SERVICES (ESS)	
SCIENCE APPLICATIONS INTERNATIONAL CORP. (68-W4-0021)	\$5,216.69
OTHER	
CALIFORNIA NEWSPAPER SERVICE (999AHJ9003)	\$51.00
RECORDS MANAGEMENT SUPPORT SERVICES (RMSS)	
ASRC AEROSPACE CORP (68-W0-1002)	\$118.63
ARMSTRONG DATA SERVICES, INC. (68-W5-0024)	\$1,695.44
SUPERFUND TECHNICAL ASSIST RESPONSE TEAM (START)	
ECOLOGY AND ENVIRONMENT, INC. (68-W6-0010)	\$139,957.61
Total Site Costs:	<u><u>\$2,570,743.75</u></u>

Regional Payroll Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY

10/01/1980 THROUGH 12/31/2001

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
DUENAS, EDELBERTO G.	2001	12	17.50	513.54
FINANCIAL SPECIALIST		13	18.00	528.20
			<u>35.50</u>	<u>\$1,041.74</u>
HUSBY, PETER G.	2000	02	27.00	1,150.94
ENVIRONMENTAL SCIENTIST			<u>27.00</u>	<u>\$1,150.94</u>
JAROS, JOHN R.	1996	15	30.00	889.56
ENVIRONMENTAL PROTECTION SPECIALIST		16	11.00	326.16
	1998	26	48.00	1,568.59
			<u>89.00</u>	<u>\$2,784.31</u>
MANDEL, ROBERT M.	1998	24	29.00	1,207.84
ENVIRONMENTAL SCIENTIST		25	23.00	957.95
		26	44.00	1,832.58
	1999	01	9.00	374.84
		02	45.00	1,874.24
		03	38.00	1,582.69
		04	2.00	83.30
		05	1.00	41.65
		06	6.00	249.90
		09	3.00	130.35
		10	3.00	130.35
		13	2.00	86.90
		15	38.00	1,651.10
		16	2.00	86.90
		17	1.00	43.45
		21	1.00	43.45
		22	1.00	43.45
		25	2.00	86.90
			<u>250.00</u>	<u>\$10,507.84</u>
MCCRACKEN, CATHERINE M.	1998	25	7.00	202.65
COMMUNITY INVOLVEMENT		26	26.50	767.11
			<u>33.50</u>	<u>\$969.76</u>
NELSON, KAREN A.	1996	17	18.00	418.96

Regional Payroll Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY

10/01/1980 THROUGH 12/31/2001

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ENVIRONMENTAL PROTECTION SPECIALIST	1996	18	13.00	302.59
		19	3.00	69.83
		20	8.00	186.21
		21	2.00	46.56
			<u>44.00</u>	<u>\$1,024.15</u>
RABBINO, DAVID A.	1996	17	31.25	1,303.91
ATTORNEY-ADVISOR	1998	26	4.00	194.19
	1999	04	2.25	103.85
			<u>37.50</u>	<u>\$1,601.95</u>
SHIPLEY, BRADLEY R.	1999	03	51.00	2,087.11
ENVIRONMENTAL ENGINEER		04	5.00	204.61
		06	36.00	1,483.50
		07	18.00	741.75
		08	64.00	2,746.56
		09	6.00	257.49
		10	1.00	42.92
			<u>181.00</u>	<u>\$7,563.94</u>
SUTER, DANIEL B.	1999	01	36.00	1,329.26
ENVIRONMENTAL SCIENTIST		02	45.00	1,673.17
		03	1.00	36.93
		14	2.00	76.82
		15	36.00	1,382.62
			<u>120.00</u>	<u>\$4,498.80</u>
WEDEN, CHRISTOPHER	1999	03	1.00	42.77
ENVIRONMENTAL ENGINEER		04	27.00	1,156.17
			<u>28.00</u>	<u>\$1,198.94</u>
Total Regional Payroll Costs			<u>845.50</u>	<u>\$32,342.37</u>

Headquarters Payroll Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

<u>Employee Name</u>	<u>Fiscal</u> <u>Year</u>	<u>Pay</u> <u>Period</u>	<u>Payroll</u> <u>Hours</u>	<u>Payroll</u> <u>Costs</u>
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EPA Indirect Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

<u>Fiscal Year</u>	<u>Direct Costs</u>	<u>Indirect Rate(%)</u>	<u>Indirect Costs</u>
1996	28,817.62	30.78%	8,870.07
1997	9,338.96	36.64%	3,421.80
1998	8,658.20	40.85%	3,536.88
1999	1,805,247.30	35.23%	635,988.61
2000	48,613.32	35.23%	17,126.48
2001	831.55	35.23%	292.96
	<u>1,901,506.95</u>		
Total EPA Indirect Costs			<u>\$669,236.80</u>

Regional Travel Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
HUSBY, PETER G. ENVIRONMENTAL SCIENTIST	4458903	ACHA99319	11/17/1999	170.46
				<hr/> \$170.46
JAROS, JOHN R. ENVIRONMENTAL PROTECTION SPECIALIST	T4301448	000A96124	05/07/1996	156.66
	T4470355	ACHA98240	09/01/1998	150.60
	T4487014	ACHA98271	09/30/1998	509.16
				<hr/> \$816.42
MANDEL, ROBERT M. ENVIRONMENTAL SCIENTIST	T4470354	ACHA98252	09/11/1998	155.90
	T4486585	ACHA98289	10/20/1998	1,327.98
	T4486586	ACHA98289	10/20/1998	420.64
	T4487509	ACHA98310	11/10/1998	1,369.37
	T4505047	ACHA99025	01/27/1999	575.97
	T4522046	ACHA99116	04/28/1999	591.79
				<hr/> \$4,441.65
MCCRACKEN, CATHERINE M. COMMUNITY INVOLVEMENT	T4465875	ACHA98282	10/14/1998	588.69
				<hr/> \$588.69
SHIPLEY, BRADLEY R. ENVIRONMENTAL ENGINEER	T4487873	ACHA98329	11/30/1998	637.41
	T4492971	ACHA99006	01/08/1999	470.25
	T4492973	ACHA99027	01/29/1999	923.50
				<hr/> \$2,031.16
SUTER, DANIEL B. ENVIRONMENTAL SCIENTIST	T4487501	ACHA98308	11/06/1998	1,775.79
	T4522754	ACHA99119	05/03/1999	947.37
				<hr/> \$2,723.16

Regional Travel Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
WEDEN, CHRISTOPHER	T4487871	ACHA98327	11/25/1998	790.02
ENVIRONMENTAL ENGINEER	T4487871	ACHA99025	01/27/1999	25.00
				<hr/> \$815.02
Total Regional Travel Costs				<hr/> <hr/> \$11,586.56

Headquarters Travel Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
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Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001EMERGENCY RAPID RESPONSE SERVICES (ERRS)

Contractor Name: CET ENVIRONMENTAL SERVICES, INC.

EPA Contract Number: 68-W7-0016

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	9947	09/09/1998	09/30/2000

Project Officer(s): LEE, BARBARA Y.
WEDEN, CHRISTOPHER

Dates of Service: From: 09/09/1998 To: 09/30/2000

Summary of Service:

Total Costs: \$1,710,538.65

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
9947-001-01	10/21/1998	30,735.73	99157 12/04/1998	30,735.73	2,063.41
9947-001-02	11/16/1998	295,387.66	99206 12/22/1998	295,387.66	19,830.56
9947-001-03	12/14/1998	771,697.96	99277 01/15/1999	771,697.96	51,807.17
1/002-05	03/04/1999	87,634.23	99442 04/01/1999	87,634.23	5,883.24
9947-001-04	03/04/1999	62,743.36	99444 04/02/1999	62,743.36	4,212.22
9947-002-06	04/05/1999	27,512.96	99511 05/03/1999	27,512.96	1,847.06
9947-002-07	04/28/1999	112,088.08	99562 05/26/1999	112,088.08	7,524.92
9947-002-08	05/25/1999	78,745.31	99622 06/22/1999	78,745.31	5,286.48
9947-002-09	07/01/1999	63,484.37	99703 07/29/1999	63,484.37	4,261.96
9947-002-10	08/03/1999	67,554.80	99771 08/30/1999	67,554.80	4,535.22
9947-002-11	10/29/1999	1,009.27	00109 11/26/1999	1,009.27	140.43
9947-002-12	01/06/2000	2,543.63	00264 02/11/2000	2,543.63	353.92
9947-002-13	03/03/2000	1,741.24	00371 04/04/2000	1,741.24	242.28
9947-002-14	12/07/2000	-295.88	01157 12/21/2000	-295.88	-32.94
Total:				\$1,602,582.72	\$107,955.93

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY

10/01/1980 THROUGH 12/31/2001

EMERGENCY RAPID RESPONSE SERVICES (ERRS)

Contractor Name: CET ENVIRONMENTAL SERVICES, INC.

EPA Contract Number: 68-W7-0016

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	9947	09/09/1998	09/30/2000

Project Officer(s): LEE, BARBARA Y.
 WEDEN, CHRISTOPHER

Dates of Service: From: 09/09/1998 To: 09/30/2000

Summary of Service:

Total Costs: \$1,710,538.65

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
9947-001-01	99157	Region - Final	0.067134
9947-001-02	99206	Region - Final	0.067134
9947-001-03	99277	Region - Final	0.067134
1/002-05	99442	Region - Final	0.067134
9947-001-04	99444	Region - Final	0.067134
9947-002-06	99511	Region - Final	0.067134
9947-002-07	99562	Region - Final	0.067134
9947-002-08	99622	Region - Final	0.067134
9947-002-09	99703	Region - Final	0.067134
9947-002-10	99771	Region - Final	0.067134
9947-002-11	00109	Region - Final	0.139141
9947-002-12	00264	Region - Final	0.139141
9947-002-13	00371	Region - Final	0.139141
9947-002-14	01157	Region - Provisional	0.111313

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORP.

EPA Contract Number: 68-W4-0021

Project Officer(s): COMMISSO, ANGELA
IRESON, CAROLINE L.

Dates of Service: From: 08/08/1998 To: 07/31/1999

Summary of Service:

Total Costs: \$5,216.69

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
90052	09/11/1998	179,550.39	R9016 10/08/1998	2,894.18	12.87
90053	10/09/1998	263,333.15	R9087 11/05/1998	951.65	4.23
90054	11/11/1998	258,697.64	R9168 12/09/1998	1,072.20	3.81
90055	12/04/1998	172,622.97	R9236 12/31/1998	39.08	0.14
90065	10/18/1999	144,730.94	R0085 11/15/1999	127.45	0.45
90067	12/13/1999	143,055.09	R0210 01/11/2000	110.24	0.39
Total:				\$5,194.80	\$21.89

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY

10/01/1980 THROUGH 12/31/2001

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORP.

EPA Contract Number: 68-W4-0021

Project Officer(s): COMMISSO, ANGELA
IRESON, CAROLINE L.

Dates of Service: From: 08/08/1998 To: 07/31/1999

Summary of Service:

Total Costs: \$5,216.69

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
90052	R9016	National - Final	0.004447
90053	R9087	National - Final	0.004447
90054	R9168	National - Provisional	0.003558
90055	R9236	National - Provisional	0.003558
90065	R0085	National - Provisional	0.003558
90067	R0210	National - Provisional	0.003558

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001OTHER

Contractor Name: CALIFORNIA NEWSPAPER SERVICE

EPA Contract Number: 999AHJ9003

Project Officer(s):

Dates of Service: From: To:

Summary of Service:

Total Costs: \$51.00

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
CNS1664670	12/16/1998	51.00	000A99021 01/25/1999	51.00
			Total:	<u><u>\$51.00</u></u>

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY

10/01/1980 THROUGH 12/31/2001

RECORDS MANAGEMENT SUPPORT SERVICES (RMSS)

Contractor Name: ASRC AEROSPACE CORP

EPA Contract Number: 68-W0-1002

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	27	01/01/2001	02/28/2001

Project Officer(s): CHAN, ELAINE

Dates of Service: From: 01/01/2001 To: 02/28/2001

Summary of Service:

Total Costs: \$118.63

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
3	02/13/2001	198,614.75	R1297 03/09/2001	77.11
4	03/06/2001	145,533.95	R1348 04/04/2001	41.52
			Total:	<u>\$118.63</u>

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001RECORDS MANAGEMENT SUPPORT SERVICES (RMSS)

Contractor Name: ARMSTRONG DATA SERVICES, INC.

EPA Contract Number: 68-W5-0024

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	210	11/01/1998	07/31/2000

Project Officer(s): CHAN, ELAINE

Dates of Service: From: 11/01/1998 To: 07/31/2000

Summary of Service:

Total Costs: \$1,695.44

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
9910-210-04	12/08/1998	110,828.49	R9262 01/11/1999	1,009.54
9920-210-10	03/14/2000	147,147.82	R0386 04/12/2000	416.38
9920-210-12	04/10/2000	139,362.75	R0444 05/15/2000	22.38
9920-210-14	05/05/2000	158,812.00	R0482 06/05/2000	170.85
9920-21020	08/08/2000	129,938.03	R0651 09/07/2000	76.29
Total:				<u>\$1,695.44</u>

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001SUPERFUND TECHNICAL ASSIST RESPONSE TEAM (START)

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W6-0010

Project Officer(s): LEE, BARBARA Y.
MITGUARD, MATTHEW A.
NELSON, KAREN A.
TEMPLE, CELESTE (NMN)

Dates of Service: From: 12/15/1995 To: 02/26/2000

Summary of Service:

Total Costs: \$139,957.61

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
3	04/19/1996	171,521.73	R6565 05/23/1996	596.17	251.89
4	05/16/1996	276,245.20	R6624 06/17/1996	6,996.33	2,956.08
5	06/18/1996	211,003.32	R6706 07/18/1996	2,618.41	1,106.33
6	07/09/1996	220,958.14	R6761 08/09/1996	7,133.58	3,014.07
7	08/19/1996	264,075.24	R6876 09/23/1996	312.35	131.97
8	09/16/1996	267,569.11	R7066 10/23/1996	5,746.25	2,427.90
9	10/11/1996	264,999.81	R7128 11/14/1996	533.24	225.30
14	05/15/1997	312,906.46	R7744 06/26/1997	285.60	120.67
22	11/20/1997	79,259.07	R8214 12/18/1997	781.45	330.18
33	09/17/1998	324,615.43	R9051 10/21/1998	7,059.16	2,982.63
34	10/20/1998	504,115.96	R9130 11/23/1998	5,314.64	2,245.53
35	11/17/1998	511,096.29	R9215 12/24/1998	6,071.58	2,565.36
36	12/17/1998	365,509.16	R9282 01/20/1999	6,330.92	2,674.94
37	01/14/1999	421,761.65	R9330 02/12/1999	3,996.00	1,688.39
38	02/12/1999	408,560.02	R9414 03/19/1999	1,655.21	699.35
39	03/18/1999	491,176.45	R9486 04/21/1999	4.31	1.82
40	04/20/1999	559,518.01	R9553 05/20/1999	2,319.96	980.23
41	05/20/1999	1,133,460.91	R9612 06/17/1999	4,485.31	1,895.13
42	06/18/1999	467,421.32	R9697 07/26/1999	5,304.56	2,241.28
43	07/16/1999	369,103.04	R9738 08/13/1999	1,097.27	463.62
44	08/19/1999	654,858.89	R9825 09/22/1999	1,389.03	586.89
45	09/20/1999	392,460.00	R0055 10/29/1999	3,468.45	1,465.49
47	11/20/1999	652,976.06	R0159 12/16/1999	9,248.86	3,907.82
48	12/20/1999	443,804.17	R0233 01/21/2000	1,948.56	823.30
49	01/20/2000	491,236.70	R0294 02/24/2000	1,157.42	489.03
50	02/18/2000	586,740.36	R0337 03/17/2000	7,751.21	3,275.03

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001SUPERFUND TECHNICAL ASSIST RESPONSE TEAM (START)

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W6-0010

Project Officer(s): LEE, BARBARA Y.
MITGUARD, MATTHEW A.
NELSON, KAREN A.
TEMPLE, CELESTE (NMN)

Dates of Service: From: 12/15/1995 To: 02/26/2000

Summary of Service:

Total Costs: \$139,957.61

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
51	03/17/2000	492,423.08	R0397 04/18/2000	4,781.34	2,020.21
Total:				<u>\$98,387.17</u>	<u>\$41,570.44</u>

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP
UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

SUPERFUND TECHNICAL ASSIST RESPONSE TEAM (START)

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W6-0010

Project Officer(s): LEE, BARBARA Y.
MITGUARD, MATTHEW A.
NELSON, KAREN A.
TEMPLE, CELESTE (NMN)

Dates of Service: From: 12/15/1995 To: 02/26/2000

Summary of Service:

Total Costs: \$139,957.61

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
3	R6565	Contract Class - Provisional	0.422519
4	R6624	Contract Class - Provisional	0.422519
5	R6706	Contract Class - Provisional	0.422519
6	R6761	Contract Class - Provisional	0.422519
7	R6876	Contract Class - Provisional	0.422519
8	R7066	Contract Class - Provisional	0.422519
9	R7128	Contract Class - Provisional	0.422519
14	R7744	Contract Class - Provisional	0.422519
22	R8214	Contract Class - Provisional	0.422519
33	R9051	Contract Class - Provisional	0.422519
34	R9130	Contract Class - Provisional	0.422519
35	R9215	Contract Class - Provisional	0.422519
36	R9282	Contract Class - Provisional	0.422519
37	R9330	Contract Class - Provisional	0.422519
38	R9414	Contract Class - Provisional	0.422519
39	R9486	Contract Class - Provisional	0.422519
40	R9553	Contract Class - Provisional	0.422519
41	R9612	Contract Class - Provisional	0.422519
42	R9697	Contract Class - Provisional	0.422519
43	R9738	Contract Class - Provisional	0.422519
44	R9825	Contract Class - Provisional	0.422519
45	R0055	Contract Class - Provisional	0.422519
47	R0159	Contract Class - Provisional	0.422519
48	R0233	Contract Class - Provisional	0.422519
49	R0294	Contract Class - Provisional	0.422519
50	R0337	Contract Class - Provisional	0.422519

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001SUPERFUND TECHNICAL ASSIST RESPONSE TEAM (START)

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W6-0010

Project Officer(s): LEE, BARBARA Y.
MITGUARD, MATTHEW A.
NELSON, KAREN A.
TEMPLE, CELESTE (NMN)

Dates of Service: From: 12/15/1995 To: 02/26/2000

Summary of Service:

Total Costs: \$139,957.61

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
51	R0397	Contract Class - Provisional	0.422519

Financial Cost Summary for the Contract Lab Program

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

CONTRACT LAB PROGRAM (CLP) COSTS

Miscellaneous (MIS) Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

ATTACHMENT B

List of Potentially Responsible Parties

1. Newmont Mining Corporation
Wayne W. Murdy, Chairman, President, and Chief Executive Officer
One Northwest Center
1700 Lincoln Street
Denver, CO 80203
2. Siskon Gold Corporation
Timothy A. Callaway-CEO
10556 Combie Road STE 6206
Auburn, California 95602
3. Lafarge North America
Philippe Rollier, President and CEO
12950 Worldgate Drive
Suite 600
Herndon, Virginia 20170
4. Noranda, Inc.
David Kurr-Chairman, CEO
Derek Pannell, President
181 Bay Street, Suite 4100
P.O Box 755
Toronto, ON M5J 2, Canada

ATTACHMENT C

Tolling Agreement

**TOLLING AGREEMENT
FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL
RESPONSE, COMPENSATION AND LIABILITY ACT
RELATING TO THE GREY EAGLE SUPERFUND SITE**

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to Section 107 of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 40 U.S.C. §§ 9607, against Lafarge North America ("Defendant") for cost recovery at the Grey Eagle Superfund Site located five miles north of Happy Camp in Siskiyou County, California (the "Tolled Claims").

The United States and Defendant ("Parties") enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on September 1, 2002, and ending on June 17, 2003, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.
2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.
3. Defendant shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.
4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.
5. This Tolling Agreement may not be modified except in a writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to the Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendant or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendant shall preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolleed Claims, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by the Defendant and without the requirement of filing with the Court, and may be signed in counterparts.

11. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the United States Environmental Protection Agency, and upon Defendant and its successors.

SIGNATURES

The United States, on behalf of the United States Environmental Protection Agency consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this ____ day of _____, 2002.

Ellen Mahan
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice

By: _____

Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice

Defendant consents to the terms and conditions of this Tolling Agreement by its
duly authorized representative on this ____ day of _____, 2002.

By: _____

ATTACHMENT D

Information Request

Lafarge North America, Inc.

INFORMATION REQUEST

Instructions

1. Please provide a separate narrative response to each and every Question and subpart of a Question set forth in this Information Request.
2. Precede each answer with the number of the Question to which it corresponds.
3. If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to EPA. Moreover, should you find, at any time after the submission of your response that any portion of the submitted information is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response.
4. For each document produced in response to this Information Request indicate on the document, or in some other reasonable manner, the number of the Question to which it responds.
5. The information requested herein must be provided even though the Respondent may contend that it includes possibly confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. Sections 9604(e)(7)(E) and (F), Section 3007(b) of RCRA, 42 U.S.C. Section 6927(b), and 40 C.F.R. Section 2.203(b), by attaching to such information at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary," or "company confidential." Information covered by such a claim will be disclosed by EPA only to the extent, and only by means, of the procedures set forth in statutes and regulation set forth above. If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you. You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.

Definitions

The following definitions shall apply to the following words as they appear in this Enclosure A:

1. The term "you" or "Respondent" shall mean Lafarge North America, Inc., and any predecessors, subsidiaries and related entities, including Standard Slag Company.
2. The term "person" shall have the same definition as in Section 101(21) of CERCLA: an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body.
3. The terms the "Site" or the "facility" shall mean the Grey Eagle Mine Site located 5 miles north of Happy Camp, Siskiyou County, California.
4. The term "hazardous substance" shall have the same definition as that contained in Section 101(14) of CERCLA and includes any mixtures of such pollutants and contaminants with any other substances. Petroleum products mixed with pollutants and contaminants are also included in this definition.
5. The term "hazardous waste" shall have the same definition as that contained in Section 1004(5) of RCRA.
6. The term "solid waste" shall have the same definition as that contained in Section 1004(27) of RCRA.
7. The term "materials" shall mean all substances that have been generated, treated, stored, or disposed of or otherwise handled at or transported to the Site, including but not limited to, all hazardous substances, pollutants and contaminants, hazardous wastes and solid wastes, as defined above.
8. The term "hazardous material" shall mean all hazardous substances, pollutants or contaminants, and hazardous wastes, as defined above.
9. The term "non-hazardous material" shall mean all material as defined above, excluding hazardous substances, pollutants and contaminants, and hazardous waste.
10. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.
11. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its

business.

12. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.

13. The term "release" has the same definition as that contained in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.

14. The terms "document" and "documents" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreement and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or intraoffice communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which it produces, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document, and (e) every document referred to in any other document.

15. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.

16. The term "arrangement" means every separate contract or other agreement between two or more persons.

17. The terms "transaction" or "transact" mean any sale, transfer, giving, delivery, change in ownership, or change in possession.

18. Words in the masculine shall be construed in the feminine, and vice versa, and words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions.

19. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 C.F.R. Part 300, or 40 C.F.R. Parts 260-280, in which case the statutory

or regulatory definitions shall apply.

20. The term "property interest" means any interest in property including but not limited to, any ownership interest, including an easement, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.

21. The term "asset" shall include the following: real estate, buildings or other improvements of real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies, interests in partnerships, corporations and unincorporated companies, securities, patents, stocks, bonds, and other tangible as well as intangible property.

Questions

1. Identify the person(s) answering these Questions on behalf of Respondent.
2. For each and every Question contained herein, identify all persons consulted in the preparation of the answer.
3. For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Question and provide true and accurate copies of all such documents.
4. Provide copies of any and all correspondence, contracts, agreements, or other documents between Standard Slag, its predecessors or any related entity, and Newmont Mining Corporation, its predecessors or related entities, which relate to the Grey Eagle Mine Site.
5. Describe the scope and methods of Standard Slag Company's operations at the Site. Provide copies of any/all documents related to operations performed by you and/or Standard Slag Company including work plans, correspondence, reports, etc.
6. During drilling activities, where did you and/or Standard Slag Company deposit waste rocks and tailings?
7. Did you and/or Standard Slag Company mill any ores at the Site? If so, where were waste rocks and tailings deposited?
8. Did you and/or Standard Slag perform any activities in or adjacent to the tailings piles? If so, describe those activities. Provide any and all documents related to these activities.